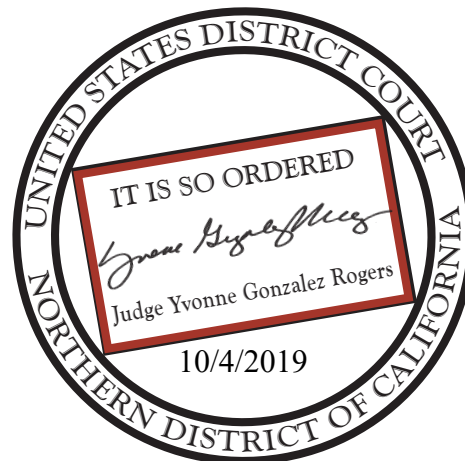


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7



8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION**

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11 AFFINITAS MEDIOS de PAGOS S.A.P.I. de
C.V., a Mexican corporation,
12

13 Plaintiff,

14 vs.

15 DOUG E. MERRYMAN, an individual;
OPMNY, LLC, a Nevada limited liability
16 company,
17

18 Defendants.
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Case No. 3:18-cv-05628-YGR

ASSIGNED FOR ALL PURPOSES TO:
HON. YVONNE GONZALEZ ROGERS

STIPULATION OF DISMISSAL

Action Filed: September 13, 2018
Trial Date: None Set

1 **WHEREAS**, on September 13, 2018, Plaintiff AFFINITAS MEDIOS de PAGOS S.A.P.I.
2 de C.V. (hereinafter “Plaintiff”) filed its Complaint for Breach of Contract, Fraud and Deceit,
3 Conversion, Accounting, Contractual Indemnity and Equitable Indemnity against Defendants
4 DOUG E. MERRYMAN and OPMNY, LLC (collectively “Defendants”) (all parties hereinafter
5 the “Parties”).

6 **WHEREAS**, on October 9, 2018, Defendants filed a Motion to Compel Arbitration based
7 on Paragraphs 6.10 and 6.11 of the Independent Contractor Agreement between the Parties.

8 **WHEREAS**, in resolution of the Motion to Compel Arbitration, on November 13, 2018,
9 the Parties agreed to submit the dispute to binding arbitration.

10 **WHEREAS**, the Arbitration commenced with JAMS on January 17, 2019 with the
11 Plaintiff’s filing of a Demand for Arbitration. On February 14, 2019, Defendants filed an Answer
12 and Counterclaims in the Arbitration. On February 28, 2019, Plaintiff filed an Answer to
13 Counterclaims.

14 **WHEREAS**, the Parties participated in a mediation on June 20 and 21, 2019 at the JAMS
15 office in Las Vegas, Nevada.

16 **WHEREAS**, the Parties, by and through their undersigned counsel, having amicably
17 settled their dispute, hereby stipulate and agree to dismiss this action in its entirety, with prejudice,
18 with each party to bear its own attorneys’ fees and costs.

19 **THEREFORE, IT IS HEREBY STIPULATED** by and between Plaintiffs and
20 Defendants through their designated counsel that the above-captioned action should be dismissed
21 with prejudice pursuant to FRCP 41(a)(1)(A)(ii). The parties further stipulate that the Parties shall
22 bear their own attorney’s fees, expenses and costs.

23 **IT IS SO STIPULATED.**

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1 DATED: October 1, 2019

JULANDER, BROWN & BOLLARD

2
3 By:



4 Dirk O. Julander

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6 Irvine, California 92618

7 Tel. (949) 477-2100

8 *Attorneys for Plaintiff AFFINITAS MEDIOS de*
PAGOS S.A.P.I. de C.V.

9 DATED: October 2, 2019

ORRICK, HERRINGTON & SUTCLIFFE LLP

10
11 By:



12 James N. Kramer

13 M. Todd Scott

14 Alexander M. Porcaro

15 405 Howard Street

16 San Francisco, CA 94105

17 *Attorneys for Defendants DOUG E. MERRYMAN*
and OPMNY, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of October 2019, a true and correct copy of
STIPULATION OF DISMISSAL was served via the United States District Court CM/ECF
system on all parties or persons requiring notice.

By Rachelle Arellano
Rachelle Arellano
an Employee of JULANDER, BROWN & BOLLARD